

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

CVS PHARMACY, INC.

Plaintiff,

v.

TIMOTHY M. BROWN

Defendant.

CIVIL ACTION NO. 1:21-cv-00070

FEBRUARY 9, 2021

**DECLARATION OF CAROL O'NEILL IN SUPPORT OF CVS PHARMACY, INC.'S
EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION
FOR PRELIMINARY INJUNCTION**

1. I am over the age of eighteen and believe in the obligations of an oath. I have made this declaration based on personal knowledge of CVS Pharmacy, Inc. ("CVS"). If called upon, I could and would competently testify to the matters stated herein.

2. I submit this Declaration in support of CVS's Emergency Motion for a Temporary Restraining Order and Motion for Preliminary Injunction against Timothy Brown ("Brown") to prevent his employment with Cigna Corporation ("Cigna") in violation of Brown's Restrictive Covenant Agreement ("the Agreement").

3. I am the Senior HR Partner for Aetna Inc. ("Aetna"). I have held this position since September 2017.

4. In November 2018, CVS Health Corporation acquired Aetna. At that time, Aetna became a wholly-owned subsidiary of CVS Pharmacy, Inc., which is a subsidiary of CVS Health Corporation.

5. Timothy Brown ("Brown") began working for Aetna on November 20, 2017 as Executive Director, Medicare General Manager for the Pacific Northwest region.

6. From August 2020 until he resigned from Aetna, Brown reported directly to Catherine Gaffigan, VP, Market President for the Northwest Mountain and Arizona Markets, and with strong corporate leadership oversight of the Medicare segment, specifically working closely with Michael Kavouras, VP, Individual Medicare Advantage Strategy and Performance Management.

7. He received a base pay in excess of \$200,000 with a potential annual bonus target of 30%.

8. In addition, he received valuable equity grants in exchange for signing a restrictive covenant agreement.

9. On April 3, 2019, Brown executed a Restrictive Covenant Agreement with CVS Pharmacy, Inc. (the "Agreement"), following its merger with Aetna. A true and correct copy of the Agreement is attached as Exhibit A to the Verified Complaint.

10. Pursuant to the Agreement, Brown received an equity grant of restricted stock units from CVS on April 1, 2019, totaling \$97,975.

11. In the Spring of 2019, Aetna consolidated the Pacific Northwest Market with the Mountain Market. Shortly thereafter, Brown assumed responsibility for the newly combined market, called the Northwest Mountain Market. This change resulted in an expansion of Brown's territory and staff. The combined territory includes Washington, Oregon, Alaska, Utah, Nevada, Idaho, Wyoming and Montana. Later that year, Aetna changed the title of Brown's position from Executive Director, Medicare General Manager to Executive Director, Chief Medicare Officer, as part of a job title revision for the Medicare General Managers in that role.

12. In addition to the Restrictive Covenant Agreement, CVS took several other steps to protect its confidential and trade secret information.

13. For example, Brown signed CVS's Code of Conduct, which contains a section on the use and disclosure of Confidential and Proprietary Information.

14. In addition, Brown was required to undergo training on handling and no-disclosure of CVS's confidential and trade secret information.


15. On December 6, 2018, September 12, 2019, and June 5, 2020, Brown completed training on CVS's Code of Conduct.

16. On January 15, 2021, Brown notified Aetna that he was resigning from Aetna and joining Cigna.

17. January 22, 2021 was Brown's last day of work at Aetna.

18. Aetna terminated Brown's access to its systems on January 25, 2021.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on February 8, 2021.

A handwritten signature in black ink that reads "Carol O'Neill". The signature is written in a cursive style with a horizontal line underneath the name.

Carol O'Neill